



COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



MAYOR MICHAEL D. ANTONOVICH • CHAIR
SHERIFF LEROY BACA • VICE-CHAIR
MARK DELGADO • EXECUTIVE DIRECTOR

500 WEST TEMPLE STREET, ROOM 520
LOS ANGELES, CA 90012
(213) 974-8398

September 6, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

#17 SEPTEMBER 6, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE AMENDED CONTRACT AGREEMENT BETWEEN THE
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE
COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE IN THE
AMOUNT OF \$1,000,000 FOR TWO YEARS (\$500,000 PER YEAR) TO PROVIDE
CONTINUED SERVICES FOR THE WOMEN'S REENTRY COURT PROGRAM
(4 VOTES)**

SUBJECT

On June 21, 2011, your Board approved a Public Entity Agreement between the California Department of Corrections and Rehabilitation (CDCR) and the Countywide Criminal Justice Coordination Committee to extend funding for Los Angeles County's Women's Reentry Court (WRC) program for an additional two-year period: July 1, 2011 through June 30, 2013. Following Board approval but prior to contract execution, CDCR amended the Public Entity Agreement by adding an additional exhibit (Exhibit D). The Countywide Criminal Justice Coordination Committee (CCJCC) recommends approval of the CDCR Agreement with the new Exhibit D and acceptance of funding to allow for continued implementation of the program

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Director of CCJCC to sign the attached amended Agreement with CDCR (Attachment A) and accept funding for residential treatment services for up to 30 parolees per year in the WRC Program. Total funding for the two-year grant period (July 1, 2011 to June 30, 2013) is \$1 million, or \$500,000 per year, and includes funding for CCJCC and DPH administrative overhead costs.

2. Delegate authority to the Executive Director of CCJCC to serve as Project Director of the CDCR Agreement and to execute any necessary amendments to the Agreement that permit the rollover of unspent funds, increase or decrease the funding amount, and/or extend the terms of the Agreement subject to review and approval by County Counsel and notification of your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CDCR has agreed to renew its funding of residential treatment services for parolees in the Women's Reentry Court (WRC) program. On June 21, 2011, your Board authorized the Executive Director of CCJCC to sign and accept the Public Entity Agreement with CDCR to extend its funding of the WRC for an additional two years: from July 1, 2011 through June 20, 2013. Following your Board's approval on June 21 but prior to contract execution, CDCR amended the Public Entity Agreement to include Exhibit D which outlines standard contract terms and conditions as required by the State of California Office of General Services. This Exhibit was not included in the original agreement provided by CDCR. County Counsel has advised that Board approval of the new contract is needed due to this material change.

The recommended Board action would authorize the Executive Director of CCJCC to sign the amended Agreement with CDCR and to accept the CDCR grant funding.

WRC is an innovative alternative to conventional criminal prosecution of female parolees and probationers facing a new felony charge. WRC serves 60 female parolees and felony probationers per year (approximately 30 parolees and 30 probationers). Eligible participants are parolees or probationers who have picked up a new, non-violent felony charge and face an imminent prison sentence. In lieu of prison, WRC offers participants up to 10 months of residential treatment followed by 12 months of outpatient counseling and ongoing support in the community. Individualized and gender-specific treatment plans include substance abuse treatment; mental health services; healthcare; housing support; employment and vocational services; parenting and life skills training; child reunification; and domestic violence counseling.

WRC has been funded in part by a two-year, \$1 million agreement with CDCR that expired June 30, 2011. Based on the success of the program, CDCR agreed to provide CCJCC an additional two years of funding for the program as currently implemented. The Public Entity Agreement continues the previous funding amount of \$500,000 per year and runs from July 1, 2011 to June 30, 2013. This grant funds the provision of six months of residential treatment services to parolees in the program.

Board approval of the CDCR Agreement allows CCJCC to accept funding from CDCR to continue providing services to parolee participants in the WRC program.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal 5, Public Safety, Goal 4, Health and Mental Health, and Goal 2, Children, Family and Adult Well-Being.

FISCAL IMPACT/FINANCING

The recommended actions result in additional revenues of \$1 million over two years from CDCR that will fund treatment services for parolee participants in the WRC.

There is no net County cost with this action. The additional grant revenue received by CCJCC (Board of Supervisors Executive Office) and DPH will be reflected in the departments' final budget changes for FY 2011-12.

IMPACT ON CURRENT SERVICES

The CDCR Agreement and additional two years of funding from CDCR will allow WRC to continue operating at its current capacity and to continue providing evidence-based treatment services to eligible women offenders and their children.

CONCLUSION

Upon approval, please return two (2) copies of the adopted Board letter to Mark Delgado, Executive Director of the Countywide Criminal Justice Coordination Committee.

Respectfully submitted,



MARK DELGADO, Executive Director
Countywide Criminal Justice Coordination Committee

MD:cgm

Attachment

c: William T Fujioka, Chief Executive Officer
Sachi Hamai, Executive Officer, Board of Supervisors
Andrea Sheridan Ordin, County Counsel
Board of Supervisors Justice Deputies
Board of Supervisors Health Deputies
David Sommers, CEO Acting Public Information Officer

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

5600002312

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

Los Angeles Countywide Criminal Justice Coordination Committee

2. The term of this Agreement is: July 1, 2011 through June 30, 2013

3. The maximum amount of this Agreement is: **\$1,000,000.00**
One Million Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	10 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Rate Sheet	3 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	13 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles Countywide Criminal Justice Coordination Committee

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

PHONE

Mark Delgado, Executive Director

(213)974-8398

ADDRESS

500 West Temple Street, Room 520
Los Angeles, CA 90012

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tiffany Donohue, Chief, Service Contracts Section

ADDRESS

10000 Goethe Road, Suite C1,
Sacramento, CA 95827

California Department of General
Services Use Only

☐ Exempt per:

STATE OF CALIFORNIA
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STD 213 (Rev 06/03)

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PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Delgado, Executive Director

PHONE

(213)974-8398

ADDRESS

500 West Temple Street, Room 520
Los Angeles, CA 90012

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

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PRINTED NAME AND TITLE OF PERSON SIGNING

Tiffany Donohue, Chief, Service Contracts Section

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10000 Goethe Road, Suite C1,
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California Department of General
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LOS ANGELES WOMEN'S REENTRY COURT PROGRAM

I. INTRODUCTION TO SERVICES

The Los Angeles Countywide Criminal Justice Coordination Committee (CCJCC) will administer the Los Angeles Women's Reentry Court (WRC) program. The program assesses the needs of eligible female offenders and develops a multi-agency service plan in coordination with the California Department of Corrections and Rehabilitation (CDCR) to oversee the delivery of appropriate gender-specific services to female parolees in the program. Service delivery techniques are adapted to reflect an understanding of both gender and cultural diversity and to address existing service gaps. CCJCC shall facilitate ongoing collaboration with service networks to leverage the strengths of local agencies and partners, provide for long-term benefits to female offenders, and assist in increasing the probability of success upon community reintegration and improved public safety. Specific and appropriate services will be provided to eligible female parolees immediately upon admission to the WRC program.

The Los Angeles Countywide Criminal Justice Coordination Committee, a multi-agency, multi-jurisdictional committee that coordinates criminal justice matters, is the lead agency on the program. The Public Entity Agreement with CCJCC will include a subcontract with Prototypes.

II. BACKGROUND

In July 2005, the former CDC changed its name and mission to address the rehabilitative and re-entry needs of incarcerated males and females. As part of this reorganization, the reorganized California Department of Corrections and Rehabilitation (CDCR) established a new unit, Female Offender Programs and Services (FOPS). FOPS' mission is to implement national standards for the management, rehabilitation, and community reintegration of the over 11,600 women incarcerated within the CDCR, and the over 12,000 that are on active parole. To facilitate the female offender reform efforts, the CDCR created a strategic plan for improving outcomes for female offenders by implementing gender-appropriate operational practices, programming, medical and mental health care, treatment services, and community placements.

This strategic plan provides the structure for:

- Developing a re-entry plan at reception for the majority of female offenders who will be released to the community,
- Meeting the physical and mental health needs of female juvenile and adult offenders through gender-responsive treatment,

- Creating policies and operational practices that ensure safe and productive custodial and non-custodial environments,
- Developing and implementing educational, vocational, and treatment programs that target pathways to repeat offending, and
- Designing and overseeing a community-based service delivery system for low-risk female offenders.

The WRC program is a treatment diversion program for female offenders charged with a new, non-violent felony offense. Eligible participants are already on probation or parole for previous convictions. As such, the program diverts the participants from certain state prison sentences.

In 2006, CDCR's Division of Community Partnerships awarded Los Angeles County an Intergovernmental Partnership Grant to implement the WRC program. The grant funded six months of intensive residential treatment services for parolees who enter the program. Prototypes the treatment provider for the program provided, at a minimum, six months of additional outpatient treatment to each participant following residential treatment.

The Women's Reentry Court adheres to evidence-based drug court principles. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified services.

III. PROJECT GOALS

The overall goal of this Agreement is to provide six months of intensive wrap-around residential treatment services for female parolees designed to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified needed services.

Prototypes is the treatment provider identified by Los Angeles County's Department of Public Health, Substance Abuse Prevention and Control, for residential treatment services through a competitive bidding process. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each parolee participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified services.

Though not outlined or funded by this Agreement, evaluation activities of the WRC program are ongoing and instructive for program management and success. The State Administrative Office of the Courts is conducting an evaluation of parolee reentry courts, including Los Angeles County's Women's Reentry Court. That evaluation will be presented to the State legislature.

In addition, UCLA's Integrated Substance Abuse Program is funded through the California Endowment to finalize a WRC program evaluation with the following outcome measures:

- Program completion and retention and early discharge from parole (via admission and discharge records)
- Health status and access to health care (self-report at baseline and follow-up)
- Psychological status and self-efficacy (self-report at baseline and follow-up)
- Employment and/or continued education (self-report at baseline and follow-up)
- Parental attitudes/parental reunification (self-report at baseline and follow-up)
- Drug use (urinalysis results and self-report at baseline and follow-up)
- Recidivism rates (CDCR Offender Based Information System)

Evaluation reports generated by UCLA ISAP pursuant to funding from the California Endowment will be shared with Los Angeles County's Women's Reentry Court Steering Committee and CDCR FOPS for continued program analysis. A final comprehensive evaluation report will be provided to CDCR-FOPS December 2011, which will satisfy the evaluation obligation through the term of this contract.

IV. PROJECT OBJECTIVES

The Project Objectives are:

- Coordinate the WRC program.
- Provide intensive gender-specific residential treatment for each parolee participant for six (6) months or until parolee's discharge from parole.
- Provide up to an additional four and a half (4 ½) months of extended non-CDCR funded residential care to those parolee participants that require longer treatment stays.
- Provide additional six (6) months of outpatient treatment for each parolee participant.
- Screen each participant for eligibility based on approved eligibility criteria.

- Develop and utilize individualized treatment plans that provide evidence-based services for each participant.
- Ensure, through the WRC Steering Committee, that an evaluation of program processes and activities is conducted to assess the quality and effectiveness of treatment services provided.

V. CONTRACTOR RESPONSIBILITIES

- a. CCJCC shall provide overall coordination and management of the WRC program and agreement.
- b. CCJCC shall utilize the established multi-agency Women's Reentry Court Steering Committee to serve as the coordinating body for the WRC program.
- c. Through agreements and contracts with other agencies, CCJCC agrees to:
 - 1) Ensure six (6) months of intensive gender-specific residential treatment is provided for 15 parolee participants every six months for a total of 30 parolees per year diverted into the WRC program.¹
 - 2) Ensure all parolee participants approved for participation are screened using the eligibility criteria and validated assessments established by CCJCC and the Women's Reentry Court Steering Committee.
 - 3) Ensure individualized treatment plans are developed and evidence based services provided for each participant. Those services will include substance abuse treatment, mental health services, domestic violence and trauma counseling, vocational and employment assistance, child reunification, parenting and life skills training, and other services as identified in the needs assessments.
 - 4) Ensure parolee participants, after completing residential treatment, are transitioned into the next appropriate level of care. Parolee participants may be transitioned into extended residential treatment, intensive outpatient or outpatient treatment modalities. Any residential treatment provided following the CDCR-funded six (6) months residential treatment component will be funded by other sources.
 - 5) Ensure (to the extent feasible) gender-responsiveness and cultural competency of services provided to program participants.

¹ Fifteen residential treatment slots will be provided, and residential treatment will last at least six months. However, because it is possible some participants may be terminated from the program for violations or other cause, CCJCC cannot ensure that 30 parolees per year receive the full six months of residential treatment.

- 6) Ensure Contractor's Case Managers work closely with CDCR Parole Agents with Women's Reentry Court caseloads to serve participants and obtain program access for program participants.
 - 7) Ensure contracted Case Managers support CDCR Parole Agents who must maintain appropriate supervision of parolee participants.
 - 8) Ensure that CDCR Parole Agents are provided access to WRC parolee participants.
 - 9) Ensure all reports are provided timely and as necessary and required by CDCR.
 - 10) Ensure that subcontractors utilized in this agreement are paid for services provided.
 - 11) Ensure program processes and activities are evaluated to assess the quality and effectiveness of treatment services provided and monitor outcomes, such as program completion and retention, health status, psychological status, employment and/or continued education, parental attitudes/parental reunification, drug use, and recidivism rates.
- d) CCJCC shall not utilize CDCR residential services funds to purchase real property, specifically real estate.
- e) CCJCC agrees to the following program participation guidelines:
- 1) Eligibility criteria include the following:
 - (A) Female offenders paroled from a CDCR institution under the jurisdiction of the Los Angeles Superior Court facing a new, non-violent felony charge.
 - (B) Must have legal residence in the County of Los Angeles.
 - (C) Female parolees referred to the WRC program shall have a minimum of six months remaining on parole.
 - 2) Participant requirements include the following:
 - (A) Female parolees must agree to participate a minimum of six months in the residential treatment component of the program
 - (B) Female parolees must sign a Memorandum of Understanding (MOU) and agree to participate in the program as a condition of parole.
 - 3) Parolee participants that are terminated from treatment for non-compliance or pick up a new case shall be immediately referred back to the Court and CDCR will be immediately notified.

- 4) If a parolee participant is terminated from the WRC program, she may or may not be subject to a return to prison commitment on a new offense or as an internal violation. The Board of Parole Hearings (BPH) shall immediately be notified that the offender is no longer participating in the program.
- 5) Program participants may successfully exit the program at any time, upon the recommendation of the Parole Agent, the Contractor's Case Manager, and the Judicial Officer supervising the WRC.

VII. CDCR RESPONSIBILITIES

- a. The CDCR Division of Adult Parole Operations (DAPO) retains responsibility for the supervision of paroling WRC participants, their compliance with the law and their conditions of parole.
- b. DAPO will continue, to the extent possible, to assign a dedicated parole agent to supervise the parolees in the WRC program.
- c. The CDCR FOPS Unit will retain responsibility for contract monitoring and contract compliance.
- d. The FOPS Program Manager will review all invoices received and approve for payment all allowable services.
- e. CDCR shall refer female parolees to the WRC program.

VIII. DATA COLLECTION

Within 30 days of contract approval, the Contractor will be required to develop a system that is approved by CDCR to collect and report program and participant related data in an accurate and timely manner. The data will be used for reporting program progress and evaluating the program performance as well as for services coordination. The system must be compatible with CDCR data systems (e.g., MS Access, MS Excel, etc.). At a minimum, the program and participant data will include:

a. Participant Data:

The Contractor is required to develop a system for accurate and timely collection and reporting of all participant data consistent with the specific nature of each specific program.

- 1) CDCR number for all participants.

- 2) Demographic, socioeconomic and criminogenic² data on all program participants and potential participants on the program waiting list.
- 3) Names of all assessment instruments used and baseline data summarizing: the participant's level of criminality, education, vocational abilities, substance abuse history, self-sufficiency, and social competency at program admission.
- 4) Appropriate case management data designed for follow up of progress in receiving services, such as name of case manager(s), date case manager assigned, follow up dates, status on entry, and end of month status for ongoing treatments or terminations.
- 5) Date participant is assessed, referred, and reports to the program for service.
- 6) Program participation; daily, weekly, and monthly attendance records, hours of treatment(s) and outcome/performance measures specific to each program both on the individual and the cohort level, as appropriate.
- 7) Monthly follow-up data detailing participant progress specific to objectives and goals identified and services received. Length of follow-up will be based upon CDCR's specific goals, objectives, and predetermined time frames.
- 8) Program data on successful or unsuccessful discharge status upon release/transfer from program/facility.

Data requirements may be modified to accommodate comparisons between projects with similar treatment models.

b. Program Data:

The Contractor shall submit monthly progress reports to the FOPS Program Manager on or before the 15th of the following month that include the following information:

Number of:

- New program admissions.
- Program exits and status at exit.
- Participant referrals to services by service type.
- Participant placements in services by service type.

² Criminogenic needs are those factors that, when addressed or changed, affect the offender's risk of recidivism. Examples of criminogenic needs are: criminal personality, antisocial attitudes, values and beliefs, low self control, criminal peers, substance abuse, and dysfunctional families.

- Active participants in the program during the reporting quarter.
- Number of eligible participants on the program waiting list.
- Program capacity.

Both Participant and Program Data shall be collected and retained by the Contractor and made available to CDCR upon request. All data collected in support of the WRC program shall be maintained by the Contractor for up to three years from the date of termination of the Agreement.

c. Additional Data Collection:

The Contractor shall submit quarterly progress reports describing program activities, any upcoming major events and activities, all problems encountered, and plans for problem resolutions. These reports shall be submitted to the FOPS Program Manager on or before the 15th of the following month.

The Contractor shall have procedures developed and in place to:

- 1) Ensure and verify the validity of the data; and
- 2) Protect the data from unauthorized access and/or destruction due to negligence, malice, or disaster. If it has been determined that participant data has been compromised, the Contractor must notify CDCR within 24 hours of discovery or earlier.
- 3) Ensure no report, publication, and/or statistical data related to the program is released or revealed without the prior written approval from CDCR.
- 4) Cooperate in the evaluation of the program and assist CDCR and any designated evaluators on any additional data collection efforts and program analysis.
- 5) Submit participant level program data to CDCR by the 15th day of each month. The data file shall include all program activity for the previous month.

IX. CONFIDENTIALITY OF DATA

For the purpose of identifying CDCR's confidential information and patentable inventions not covered by pre-existing patents, the Contractor shall submit a copy of all proposed publications, papers, and any other written disclosure of such data or information to CDCR at least thirty (30) days prior to submission for publication or disclosure to a third party. In the event CDCR determines its confidential information is disclosed in such data or information, CDCR shall immediately notify the Contractor and, publication or disclosure will be withheld for a period not to exceed thirty (30) days to remove the presence of the CDCR's confidential

information. In the event CDCR determines patentable subject matter is disclosed in such data or information, it shall immediately notify the Contractor and, if the agency concurs, publication or disclosure will be withheld (a) for a period not to exceed ninety (90) days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application thereon has been prepared and filed, or (c) until the agency and CDCR mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b) or (c) is earlier in time.

The Contractor has the right to publish or present data and publications that are not deemed to violate these confidentiality or patent issues.

X. Project Support

The Contractor shall report to the Associate Director of FOPS of the Division of Adult Institutions or her/his designee. To the extent that CDCR staff is assigned or providing work on the specified projects, the CDCR will make these staff available to the Contractor for support and will provide other assistance as needed.

XI. Consultant Contractor's Rights and Obligations

The State hereby notifies the Contractor of his or her duties, obligations and rights as contained in Public Contract Code Sections 10355 through 10382.

The Contract Managers for this Public Entity Agreement are:

Mark Delgado, Executive Director	Mojan Rogers, Staff Services Analyst Mojan.Rogers@cdcr.ca.gov
Los Angeles County, Countywide Criminal Justice Coordination Committee (CCJCC)	Female Offender Programs and Services
500 West Temple St, Rm. 520	California Department of Corrections and Rehabilitation
Los Angeles, CA 90012	Division of Adult Institutions
213-974-8398	1515 S Street, Suite 400-S
213-613-3822 (fax)	Sacramento, CA 95811
mdelgado@ccjcc.lacounty.gov	(916) 323-2069; fax (916) 323-2888

XII. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

Billing/Payment Issues:
 Female Offender Programs and Services
 Phone Number: (916) 323-2069

FAX Number: (916) 323-2888

Scope of Work/Performance Issues:

Division of Adult Institutions, Female Offender Programs and Services

Contact Person: Cherylann Mendonca, Associate Warden

Phone Number: (916) 323-2812

FAX Number: (916) 323-2888

General Contract Issues:

Contracts Management Branch, Office of Business Services

Phone Number: (916) 255-5624

FAX Number: (916) 255-6187

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1, Rate Sheet, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Division of Adult Institutions
Female Offender Programs and Services
Attention: WRC Program Manager
P.O. Box 942883
Sacramento, CA 94283-0001

- c. Contractor shall verify monthly invoices for cost reimbursement for services provided to CDCR funded parolee participants.

An original and two (2) copies of the monthly invoice shall be forwarded to the FOPS Program Manager for review and approval. Invoices shall be mailed to the FOPS Program Manager no later than the 15th of the following month.

CCJCC shall review all invoices received from subcontractors for accuracy prior to forwarding to CDCR.

CCJCC shall submit to CDCR copies of each subcontractor's invoice and all necessary documentation to support all requested reimbursement costs.

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses

shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. City/County Rate Increase

It is understood that the city/county may regulate some or all of the contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

5. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Advance Payment for Public Entities

Pursuant to Government Code Section 6504, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty-five percent (25%) of the annual project budget for each fiscal year (FY). In order to receive such payment, the Contractor is required to sign and return the "*Acknowledgment of Advance Payment Provisions*" before an advance payment warrant is issued.

The State shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

In the event the Agreement is canceled by either party, the Contractor agrees to repay the balance of any outstanding payments due the State for advance payments within thirty (30) days after the Agreement is canceled.

FISCAL YEAR 2011 - 2012
(July 1, 2011 – June 30, 2012)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
TOTAL PERSONNEL COSTS (A)					\$ 0
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs)					
*Prototypes – Treatment Provider -See Budget Proposal Worksheet					
					\$452,925
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$452,925
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$452,925
D. TOTAL INDIRECT COSTS					\$47,075
TOTAL BUDGET FOR FISCAL YEAR (2011/2012) (A+B+C+D)					\$ 500,000

FISCAL YEAR 2012 - 2013
(July 1, 2012 – June 30, 2013)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
TOTAL PERSONNEL COSTS (A)					\$ 0
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs)					
*Prototypes – Treatment Provider -See Budget Proposal Worksheet					\$451,688
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$451,688
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$451,688
D. TOTAL INDIRECT COSTS					\$48,312
TOTAL BUDGET FOR FISCAL YEAR (2011/2012) (A+B+C+D)					\$ 500,000

BUDGET PROPOSAL WORKSHEET FOR PER DIEM

This form is used to compute the Per Diem Rate, which is the amount the Contractor is paid per participant day. The Per Diem Rate is calculated as follows: Divide the Total Operational Budget by the number of participants by the total number of days in the fiscal year. **Note:** The CDCR will reimburse the Contractor monthly at the Per Diem rate for each parolee participating in the WRC Program. The Per Diem Rate shall include all Program expenses for the WRC parolee participants.

A.

FISCAL YEAR 2011/2012
(July 1, 2011 through June 30, 2012)

Total Operational Budget / Number of Participants / Total Days = Per Diem Rate

\$ 452,925 / 15 / 366 = \$ 82.50

B.

FISCAL YEAR 2012/2013
(July 1, 2012 through June 30, 2013)

Total Operational Budget / Number of Participants / Total Days = Per Diem Rate

\$ 451,688 / 15 / 365 = \$ 82.50

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Information

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "G" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the

Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

5. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

7. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any

payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

8. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

10. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

11. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant

information.

12. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

13. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

14. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

15. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

16. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for

preparatory time and payment for per diem.

17. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

18. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

19. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

20. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

21. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

22. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

23. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

24. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

25. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

26. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or

otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability- \$1,000,000 per occurrence for bodily injury and property damage liability combined.

27. Tuberculosis (TB) Testing (revised 10/03)

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

28. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

29. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards (from CDC 181 rev 5/98)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

30. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

31. Tobacco-Free Environment (Authority: AB 384, effective 07/01/05)

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections

and Rehabilitation is prohibited.

32. Prison Rape Elimination Policy (Authority: DOM Chapter 5, Article 44)

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

33. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

34. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.